



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**  
**CONTRACTS / AWARDS / GRANTS**

☐ Award ☒ Contract ☐ Grant

Requested Board Meeting Date: May 3, 2022

or Procurement Director Award ☐

*\* = Mandatory, information must be provided*

**\*Contractor/Vendor Name/Grantor (DBA):**

Department of Veteran's Affairs HUD-VASH Department

**\*Project Title/Description:**

Co-location of services at Kino Veterans' Workforce Center. This is a no-cost Memorandum of Understanding (MOU) between Kino Veterans' Workforce Center and Department of Veteran's Affairs HUD-VASH Department.

**\*Purpose:**

Kino Veterans' Workforce Center provides job training and employment services for eligible veterans and direct access to other veteran representatives. Providing co-location services to HUD-VASH homeless veteran clients to utilize appropriate counseling, job search, job development, and job placement interventions and establishes the employer and community linkages essential to the development of employment opportunities.

Attachment: Contract Number CTN-CR-22-102

**\*Procurement Method:**

This MOU is not subject to Procurement rules.

**\*Program Goals/Predicted Outcomes:**

The goal is to provide military veterans easy access to training, benefits and employment services.

**\*Public Benefit:**

This project supports Pima County's economic development by helping to develop a trained and productive labor force that meets employers' needs.

**\*Metrics Available to Measure Performance:**

None.

**\*Retroactive:**

Yes, County received the signed MOU from the VA on 04/13/22. If the MOU is not approved, military veterans would not have easy access to training, benefits and employment services.

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**Contract / Award Information**

Document Type: CTN Department Code: CR Contract Number (i.e., 15-123): 22-102  
 Commencement Date: 4/1/22 Termination Date: 3/31/23 Prior Contract Number (Synergen/CMS): N/A  
☒ Expense Amount: \$ 0.00 ☒ Revenue Amount: \$ 0.00

\*Funding Source(s) required: N/A

Funding from General Fund? ☐ Yes ☒ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

Contract is fully or partially funded with Federal Funds? ☐ Yes ☒ No

If Yes, is the Contract to a vendor or subrecipient? \_\_\_\_\_

Were insurance or indemnity clauses modified? ☐ Yes ☒ No

If Yes, attach Risk's approval.

Vendor is using a Social Security Number? ☐ Yes ☒ No

If Yes, attach the required form per Administrative Procedure 22-10.

**Amendment / Revised Award Information**

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Contract Number (i.e., 15-123): \_\_\_\_\_  
 Amendment No.: \_\_\_\_\_ AMS Version No.: \_\_\_\_\_  
 Commencement Date: \_\_\_\_\_ New Termination Date: \_\_\_\_\_  
 Prior Contract No. (Synergen/CMS): \_\_\_\_\_  
☐ Expense or ☐ Revenue ☐ Increase ☐ Decrease Amount This Amendment: \$ \_\_\_\_\_  
 Is there revenue included? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_

\*Funding Source(s) required: \_\_\_\_\_

Funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

**Grant/Amendment Information** (for grants acceptance and awards) ☐ Award ☐ Amendment

Document Type: \_\_\_\_\_ Department Code: \_\_\_\_\_ Grant Number (i.e., 15-123): \_\_\_\_\_  
 Commencement Date: \_\_\_\_\_ Termination Date: \_\_\_\_\_ Amendment Number: \_\_\_\_\_  
☐ Match Amount: \$ \_\_\_\_\_ ☐ Revenue Amount: \$ \_\_\_\_\_

\*All Funding Source(s) required: \_\_\_\_\_

\*Match funding from General Fund? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Match funding from other sources? ☐ Yes ☐ No If Yes \$ \_\_\_\_\_ % \_\_\_\_\_

\*Funding Source: \_\_\_\_\_

\*If Federal funds are received, is funding coming directly from the Federal government or passed through other organization(s)? \_\_\_\_\_

Contact: Rise Hart

Department: Community & Workforce Development Telephone: 724-5723

Department Director Signature/Date: [Signature] 4.19.22

Deputy County Administrator Signature/Date: [Signature] 4/14/2022

County Administrator Signature/Date: [Signature] 4/14/2022  
 (Required for Board Agenda/Addendum Items)

**Pima County Community & Workforce Development Department (Kino Veterans' Workforce Center)**

**Project:** Co-location of services at Kino Veterans' Workforce Center

**Agency:** Department Of Veteran's Affairs  
HUD-VASH Department  
4-116 G  
3601 S 6th Avenue  
Tucson, AZ 85723  
(520) 629-1821

**Contract No.:** CTN-CR-22-102

**Amount:** NO COST (\$0.00)

**Memorandum of Understanding (MOU)**

**1. BACKGROUND AND PURPOSE.**

- 1.1. Background. This Memorandum of Understanding ("MOU") is entered into by and between Pima County, a body politic and corporate of the State of Arizona ("County") and HUD-VASH (Vocational Development/Employment Specialist VDS/ES) of the Southern Arizona VA Health Care System (Tucson, AZ), a division of the health care system of the United States Department of Veterans' Affairs ("Agency") to ensure easy access to training, benefits and employment services for military veterans at Kino Veterans' Workforce Center.
- 1.2. Purpose. County operates a workforce development program for veterans at the Kino Veterans' Workforce Center. HUD-VASH VDS/ES, part of the Mental Health Care Line of the Southern Arizona VA Health Care System, works with eligible homeless veterans to achieve optimal occupational functioning through the provision of counseling, job search, job development, and job placement interventions and, through employer and community linkages, develops employment opportunities for the veterans.

**2. TERM AND EXTENSIONS.**

- 2.1. This agreement will commence on April 1, 2022 and will terminate on March 31, 2023, unless sooner terminated or further extended pursuant to the provisions of this agreement. The parties may renew this agreement for up to four (4) additional one-year periods or any portion thereof.
- 2.2. Any modification, or extension of the termination date, must be by formal written amendment executed by the parties hereto.

**3. SCOPE OF SERVICES.**

- 3.1. In order to offer easy access to veteran's services, County will:
  - 3.1.1. Provide space for Agency operations at the Kino Veterans' Workforce Center ("Veterans Center") as follows:
    - 3.1.1.1. Single furnished office space including a desk and chairs for one and one-half Agency U.S. Department of Housing and Urban Development – Veterans Affairs Supportive Housing ("HUD-VASH") Vocational Development/Employment Specialist (individually or collectively "Agency staff") to conduct employment services to HUD-VASH Veterans.

- 3.1.1.2. Two computers and Wi-Fi access to allow electronic access to employment sites and other resource sites supporting Veterans' employment services.
- 3.1.2. Provide access to a shared printer/copy/scan machine for Agency operations.
- 3.1.3. Request attendance of Agency staff at team meetings, when County determines necessary.
- 3.1.4. Ensure Agency staff have current versions, at all times, of the following:
  - 3.1.4.1. Scope of services offered at the Veterans Center;
  - 3.1.4.2. Veterans Center and other co-located entities' program guideline information; and
  - 3.1.4.3. Any other information that will promote the coordination of services being provided to Veterans Center clients.
- 3.2. In consideration for the space and amenities provided by County, Agency will:
  - 3.2.1. Provide one and one-half (1.5) FTE HUD-VASH Vocational Development/Employment Specialist to be co-located at the Veterans Center.
  - 3.2.2. Be responsible for paying Agency staff salary or wages, fringe benefits and worker's compensation insurance.
  - 3.2.3. Be responsible for the supervision of the Agency staff located at the Veterans Center.
  - 3.2.4. Conduct Agency operations only during regular Veterans Center business hours, unless approved in advance by the Veterans Center Program Coordinator.
  - 3.2.5. Provide the Veterans Center Program Coordinator with:
    - 3.2.5.1. Agency's hours of operation at the Veterans Center;
    - 3.2.5.2. Contact information for the Agency staff working at the Veterans Center; and
    - 3.2.5.3. Notice of anticipated staff absences.
  - 3.2.6. Provide vocational development and employment services to HUD-VASH homeless veteran clients entering the Veterans Center.
  - 3.2.7. Participate in Veterans Center Community-wide events.
  - 3.2.8. Participate in Veterans Center team meetings.
  - 3.2.9. Ensure Veterans Center staff have current versions, at all times, of the following:
    - 3.2.9.1. Scope of Agency services;
    - 3.2.9.2. Agency's general program guidelines; and
    - 3.2.9.3. Any other information that will promote the coordination of services being provided to Veterans Center clients.
  - 3.2.10. Ensure that Agency staff working at the Veterans Center adhere to all office protocols and procedures established by Pima County.
  - 3.2.11. Confidentiality of Records. The Parties acknowledge that information collected from clients is generally confidential. In order to coordinate services, the Parties may share client information only if the Veterans Center client has provided informed consent in writing to the sharing of client information.
- 3.3. **COVID-19 Restrictions.** Agency shall provide all in-person and group program services in compliance with Centers for Disease Control and Prevention ("CDC"), State, and County guidelines for operating during the Coronavirus COVID-19 pandemic. If Agency's performance of the services, as in this Agreement, must be modified or curtailed to comply

with public health restrictions related to COVID-19, Agency shall immediately report the situation to County. County and Agency will confer at least monthly to determine appropriate performance requirements and activities until services can be resumed in full.

#### **4. COMPENSATION AND PAYMENT.**

Neither party will pay the other for the services set forth herein.

#### **5. INSURANCE.**

- 5.1. Agency shall maintain commercial general liability – occurrence form, automobile liability, and worker's compensation and employer's liability insurance, or be self-insured, in amounts sufficient to cover any claims, whether or not due to negligence, which may arise in the performance of the activities set forth in this MOU.
- 5.2. Additional Insurance Requirements: The policies must contain, or be endorsed to contain, the following provisions:
  - 5.2.1. Pima County, wherever additional insured status is required, will be covered to the full limits of liability purchased by Agency, even if those limits of liability are in excess of those required by this Agreement.
  - 5.2.2. Agency's insurance coverage will be primary insurance and non-contributory with respect to all other available sources.
  - 5.2.3. Coverage provided by the Agency will not be limited to the liability assumed under the indemnification provisions of this Agreement.
  - 5.2.4. The Project Name/Agreement Number and project description must be noted on the Certificate of Insurance.
- 5.3. Notice of Cancellation: Each insurance policy required by the insurance provisions of this Agreement must provide the required coverage and must not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty days prior written notice has been given to Pima County. Such notice must be sent directly to the Veterans Center Program Coordinator, Pima County Community & Workforce Development, 2797 E. Ajo Way, Tucson, AZ 85713 by certified mail, return receipt requested.
- 5.4. Approval and Modifications: Pima County Risk Management reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this MOU, as deemed necessary. Such action will not require a formal agreement amendment but may be made by administrative action.

#### **6. INDEMNIFICATION.**

Each party (as Indemnitor) agrees to indemnify, defend and hold harmless the other party (as Indemnitee) from and against any and all claims, losses, liability, costs or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

#### **7. COMPLIANCE WITH LAWS.**

Agency must comply with all federal, state, and local laws, rules, regulations, standards and Executive Orders, without limitation to those designated within this MOU. The laws and regulations of the State of Arizona will govern the rights of the parties, the performance of this MOU, and any disputes hereunder. Any action relating to this MOU will be brought in a court of the State of Arizona in Pima County. Any changes in the governing laws, rules, and regulations during the terms of this MOU will apply, but do not require an amendment.

## **8. INDEPENDENT CONTRACTOR.**

The status of the Agency will be that of an independent contractor. Neither Agency, nor Agency's officers, agents or employees will be considered an employee of Pima County or be entitled to receive any employment-related fringe benefits under the Pima County Merit System. Agency will be responsible for payment of all federal, state and local taxes associated with the compensation received pursuant to this MOU and will indemnify and hold County harmless from any and all liability which County may incur because of Agency's failure to pay such taxes. Agency will be solely responsible for program development and operation.

## **9. SUBCONTRACTOR.**

Agency will not hire subcontractor(s) to provide the services specified in this MOU.

## **10. ASSIGNMENT.**

Agency will not assign its rights to this MOU, in whole or in part, without prior written approval of the County. Approval may be withheld at the sole discretion of County.

## **11. NON-DISCRIMINATION.**

Agency agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09, which is hereby incorporated into this Agreement, including flow down of all provisions and requirements to any subcontractors. Agency will not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

## **12. AMERICANS WITH DISABILITIES ACT.**

Agency must comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36.

## **13. AUTHORITY TO CONTRACT.**

Agency warrants its right and power to enter into this MOU. If any court or administrative agency determines that County does not have authority to enter into this MOU, County will not be liable to Agency or any third party by reason of such determination or by reason of this MOU.

## **14. FULL AND COMPLETE PERFORMANCE.**

The failure of either party to insist on one or more instances upon the full and complete performance with any of the terms or conditions of this MOU to be performed on the part of the other, or to take any action permitted as a result thereof, will not be construed as a waiver or relinquishment of the right to insist upon full and complete performance of the same, or any other covenant or condition, either in the past or in the future. The acceptance by either party of sums less than may be due and owing it at any time will not be construed as an accord and satisfaction.

## **15. CANCELLATION FOR CONFLICT OF INTEREST.**

This MOU is subject to cancellation for conflict of interest pursuant to ARS § 38-511, the pertinent provisions of which are incorporated into this MOU by reference.

## **16. TERMINATION.**

- 16.1. Either Party may terminate this MOU at any time by providing fifteen days written notice. In the event of such termination, the Parties will have no further obligations to one another.

- 16.2. This MOU may be terminated at any time without advance notice and without further obligation to the County when the Agency is found by County to be in default of any provision of this MOU.
- 16.3. Notwithstanding any other provision in this MOU, this MOU may be terminated if for any reason, there are not sufficient appropriated and available monies for the purpose of maintaining County or other public entity obligations under this MOU. In the event of such termination, County will have no further obligation to Agency, other than to pay for services rendered prior to termination.

## **17. NOTICE.**

- 17.1. The Parties will give written notice of changes to the following:
- 17.1.1. Change of address of business office;
  - 17.1.2. Change of telephone number;
  - 17.1.3. Changes in the name and/or address of the person to whom notices are to be sent;  
or
  - 17.1.4. Changes in personnel assigned to provide services under this MOU.
- 17.2. Any notice required or permitted to be given under this MOU must be in writing and must be served by personal delivery or by certified mail upon the other party as follows:

### **COUNTY:**

Director  
Pima County Community & Workforce Development  
2797 E. Ajo Way  
Tucson, AZ 85713

### **AGENCY:**

Southern Arizona VA Health Care System  
HUD-VASH Department  
4-116 G  
3601 South 6<sup>th</sup> Avenue  
Tucson, AZ 85723

## **18. NON-EXCLUSIVE AGREEMENT.**

Agency understands that this MOU is nonexclusive and is for the sole convenience of County. County reserves the right to obtain like services from other sources for any reason.

## **19. REMEDIES.**

Either party may pursue any remedies provided by law for the breach of this MOU. No right or remedy is intended to be exclusive of any other right or remedy and each will be cumulative and in addition to any other right or remedy existing at law or at equity or by virtue of this MOU.

## **20. SEVERABILITY.**

Each provision of this MOU stands alone, and any provision of this MOU found to be prohibited by law will be ineffective to the extent of such prohibition without invalidating the remainder of this MOU.

## **21. PUBLIC INFORMATION.**

- 21.1. Pursuant to Arizona Public Records law, A.R.S. § 39-121 *et seq.*, documents submitted by Agency to County may be considered public records and may be subject to release to any member of the public. Records subject to release may include, but are not limited to: pricing, product or program specifications, work plans, and any supporting data.
- 21.2. In the event that County receives a public records request pursuant to A.R.S. § 39-121 *et seq.* for documents Agency submitted to County, County will notify Agency on the same day the request is made or as soon as possible thereafter.
- 21.3. County will release Agency's records ten business days after the date of notice to Agency, unless Agency has secured a protective order, injunctive relief or other appropriate order

from a court of competent jurisdiction, enjoining the release of the records. For the purposes of this paragraph, the day of the request for release will not be counted in the time calculation.

- 21.4. County will not, under any circumstances, be responsible for securing a protective order or other relief enjoining the release of records submitted to County by Agency nor will County be in any way financially responsible for any costs associated with securing such an order.

## **22. LEGAL ARIZONA WORKERS ACT COMPLIANCE.**

- 22.1. Compliance with Immigration Laws. Agency hereby warrants that it will at all times during the term of this MOU comply with all federal immigration laws applicable to Agency's employment of its employees, and with the requirements of A.R.S. § 23-214 (A) (together the "State and Federal Immigration Laws"). Agency will further ensure that each subcontractor who performs any work for Agency under this MOU likewise complies with the State and Federal Immigration Laws.
- 22.2. Books and Records. County will have the right at any time to inspect the books and records of Agency and any subcontractor in order to verify such party's compliance with the State and Federal Immigration Laws.
- 22.3. Remedies for Breach of Warranty. Any breach of Agency's or any subcontractor's warranty of compliance with the State and Federal Immigration Laws, or of any other provision of this section, will be deemed to be a material breach of this MOU subjecting Agency to penalties up to and including suspension or termination of this MOU. If the breach is by a subcontractor, and the subcontract is suspended or terminated as a result, Agency will be required to take such steps as may be necessary to either self-perform the services that would have been provided under the subcontract or retain a replacement subcontractor, as soon as possible so as not to delay project completion.
- 22.4. Subcontractors. Agency will advise each subcontractor of County's rights, and the subcontractor's obligations, under this Article by including a provision in each subcontract substantially in the following form:
- "Subcontractor hereby warrants that it will at all times during the term of this contract comply with all federal immigration laws applicable to Subcontractor's employees, and with the requirements of A.R.S. § 23-214 (A). Subcontractor further agrees that County may inspect the Subcontractor's books and records to insure that Subcontractor is in compliance with these requirements. Any breach of this paragraph by Subcontractor will be deemed to be a material breach of this contract subjecting Subcontractor to penalties up to and including suspension or termination of this contract."*
- 22.5. Any additional costs attributable directly or indirectly to remedial action under this Section will be the responsibility of Agency. In the event that remedial action under this Section results in delay to one or more tasks on the critical path of Agency's approved construction or critical milestones schedule, such period of delay will be deemed excusable delay for which Agency will be entitled to an extension of time, but not costs.

## **23. DISPUTE RESOLUTION.**

In the event of any dispute, the Agency Director or designee and Pima County Community & Workforce Development Director and/or Veterans Center Program Coordinator, or designee, will immediately attempt to resolve the dispute prior to taking formal action.

## **24. NO JOINT VENTURE.**

It is not intended by this MOU to, and nothing contained in this MOU will be construed to, create any partnership, joint venture or employment relationship between the parties or create any employer-

employee relationship between County and any Agency employees, or between Agency and any County employees. Neither party will be liable for any debts, accounts, obligations or other liabilities whatsoever of the other, including (without limitation) the other party's obligation to withhold Social Security and income taxes for itself or any of its employees.

**25. ENTIRE AGREEMENT.**

This document constitutes the entire agreement between the parties pertaining to the subject matter it addresses, and supersedes all prior or contemporaneous agreements and understandings, oral or written. No verbal agreements or conversations with any officer, agent or employee of County prior to or after the execution of this Agreement will affect or modify any of the terms or obligations contained in any documents comprising this Agreement. Any such verbal agreements are unofficial information and in no way binding upon County.

**Signature page to follow**

IN WITNESS THEREOF, the parties have affixed their signatures to this Agreement on the date written below.

**PIMA COUNTY**


\_\_\_\_\_  
Sharon Bronson  
Chair, Board of Supervisors

\_\_\_\_\_  
Date

**ATTEST**

\_\_\_\_\_  
Clerk, Board of Supervisors

**APPROVED AS TO CONTENT**

  
\_\_\_\_\_  
Daniel Sullivan, Director  
Community & Workforce Development

**APPROVED AS TO FORM**

  
\_\_\_\_\_  
Stacey Roseberry, Deputy County Attorney

**AGENCY**

Jennifer S. Gutowski 173261  
Digitally signed by Jennifer S. Gutowski 173261  
Date: 2022.04.13 08:15:35 -07'00'

\_\_\_\_\_  
Authorized Officer Signature

\_\_\_\_\_  
Jennifer Gutowski, MHA, FACHE  
Please print name

\_\_\_\_\_  
Director, Southern Arizona VA Health Care System

\_\_\_\_\_  
Title  
04/13/2022

\_\_\_\_\_  
Date